



Seattle Parks and Recreation - Event Scheduling Office
860 Terry Avenue North
Seattle, WA 98109
(206) 684-4081

Printed: 15-Nov-10, 09:25 AM
User: hodgej

PARK USE PERMIT



EMERGENCY CONTACTS:

- Event Scheduling Office (M-F 9:30A-5:30P): (206) 684-4080
- Parks Security Supervisor (7 days, 12:30P-11P):
(206) 684-7088/4187 or (206) 396-0922(cell) or
(206) 997-3074 (pager)
- Parks Duty Officer (7 days, after 5:30P): Contact Kelly's
Communications (206) 467-3005

Jennifer Delker
Downtown Seattle Association
600 Stewart ST # 200

Seattle WA 98101

(206) 613-3206 (206)

Rental #: 141957 - Downtown Seattle Association
Date: 02-Dec-09

User: HodgesJ
Status: Firm

i) Payment Summary:

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ii) Purpose of Use

ES Major Special Event
Holiday Carousel 2010

iii) Conditions of Use

- There are NO REFUNDS for special event fees.
- The Park Code (SMC 18.12) establishes requirements for use including the prohibiting of the consumption of alcoholic beverages in all City parks.
- The park is open to the public at all times; no park may be closed to public access during a special event.
- The "How to Schedule a Special Event" brochure (revised 2005) provides specific information and requirements regarding your reservation and use of the park.
- 10% of gross sales/admissions/registrations generated on Parks property may be required as part of this permit. Please refer for Attachment I for details and deadlines.
- Final payment, based on gross revenues (above) during the event, is due within 10 business days.
- User must retain a copy of this permit and all attachments on the premises throughout the scheduled event. This permit is required for any enforcement of your reservation.
- If included with your reservation, Shelter and Table Reservation signs are included with this permit. To avoid possible delay in use, special event organizers are encouraged to post these at the site, as early as possible on the day of the event.
- See "Attachment I - Supplemental Provisions".
- See "Attachment II - General Terms and Conditions".

iv) Date and Times of Use

of Bookings: 1

Starting: Sun 21 Nov 10 07:00 AM
Ending: Mon 03 Jan 11 08:00 PM

Expected: 70,000

Facility	Day	Start Date	Start Time	End Date	End Time
Westlake Park - Westlake Park	Sun	21-Nov-10	07:00 AM	03-Jan-11	08:00 PM

v) Special Equipment Permitted

Special conditions of use and proof of insurance are required for all permitted items indicated below.

Your Specific Reservation Details	Answer
# Chemical Toilets	0
# Dumpsters	0
Catering	No
Amplified Sound?	Yes
SpecialEquip/Bouncer	No

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Use is permitted as outlined herein. Site conditions may change without notice.

X: _____ Date: 15-Nov-10
Seattle Parks and Recreation

I have read and agree to the terms and conditions outlined in this Special Event Permit.

X: _____ Date: _____

Park Use Permit Attachment I & II #141957
DSA Holiday Carousel
Westlake Park – 11/21/10 through 1/3/11
Jennifer Delker

Attachment I:
Supplemental Provisions

1. **Permission is Granted to:** *Conduct the 2010 Holiday Carousel program using Westlake Park.*
 - *Amplified sound is permitted for this event.*
 - *Permittee must comply with noise ordinance listed below.*
 - *Setup is allowed to include: Canopies, a Stage, Fencing, and Commercial Banners.*
 - *Canopies must not exceed limits listed below under **Canopies/Tents** section.*
 - *Any garbage generated by this event is the responsibility of the permit holder and must be disposed of outside the park.*
 - *Food, beverages, and merchandise may be sold to event participants.*

FEES & CHARGES

2. **Payments:** Permittee agrees to pay the following fees. Checks should be made payable to **City of Seattle** and sent to Seattle Parks and Recreation, 860 Terry Ave N, Seattle, WA 98109.

All park use fees waived per partnership with the City of Seattle.

3. **Any Sales including Entry or Admission Fees, Service charges, or Suggested Donation amounts:** Permittee shall pay the Department 10% of the gross receipts from any and all monies collected on Parks property. Checks should be made payable to **City of Seattle** and sent to the Seattle Parks and Recreation, Event Scheduling, 860 Terry Ave N, Seattle, WA 98109. Permittee must submit a financial statement that clearly lists all income, expenses and the total amount of monies received from the event. The statement and fees are due to the Department within 10 business days following the event.

OTHER PROVISIONS:

4. **Food & Sales:** unless listed in above “*Permission is Granted to*”:
 - Permittee may not give away any food or beverage items.
 - This permit authorizes NO SALES of any items. Permittee may give away non-food and beverage items (e.g., sports schedules, CD’s, posters, arts & crafts, & t-shirts).
 - Permittee may have information in the park to distribute free literature concerning its programs.
5. **Canopies/Tents:** Permittee may set up a free-weighted tent structure (with 2 or more walls) no larger than 200 square feet (20 x 10) or a canopy (with no walls) up to 400 square feet (20 x 20) without a separate Fire Department permit. If the structure exceeds this size, it is the Permittee’s responsibility to obtain the proper permits through the Fire Department.
6. **Alcohol:**
 - Alcoholic beverages cannot be kept, sold, served or consumed in public places (RCW 66.04-010). This includes areas such as parks, parking lots and streets, or private automobiles in said places.

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7. Sound:

- Amplified sound is NOT authorized in the park under the terms of this permit unless listed under “*Permission is Granted to*” above. It is unlawful to use any public address system, loudspeaker or other sound-amplifying device in any park unless authorized by permit.
- If amplified music has been approved, Permittee must be in compliance with the Seattle noise ordinance, SMC 25.08.520 (copies available upon request).
 - No amplified sound prior to 9:00 am and after 10:00 pm in any park.

8. Equipment Set Up: All equipment such as canopies and tents should be free-weighted and not staked into the ground.

- Any set up requiring to be staked into the ground must be listed as pre-approved in “*Permission is Granted to*” above. All proposed staking must be done with written approval and in the presence of authorized personnel.
- Environmental conditions effect placement of all set up on the turf. Condition of turf, weather, size and type of set up are factors in Seattle parks determining placement (if allowed) on turf areas.
- Permittee must provide surface protection, such as plywood boards, under booths or other large set up placed on the turf or plastic tarps under food booths which may stain paving surfaces. Removal of stains and area clean up are the responsibility of the Event Sponsor. Cost incurred by the Seattle Parks for any damage done by the event will be billed to the Sponsor.

VEHICLE ACCESS, SECURITY, & PUBLIC SAFETY

9. Motorized Vehicles:

- According to Seattle Municipal Code, other than City owned vehicles, **NO residential vehicles** or trailers are authorized to drive or park within the park boundaries at any time unless specifically allowed in “*Permission is Granted to*” above.
 - If Permittee has the approval to temporarily load and unload equipment in the park, vehicles must remain in the park no longer than 15 minutes, must remain on paved paths/roads only and must not exceed a speed limit of 15 mph.
 - No vehicles will be permitted to park within park boundaries or drive on the turf at any time.
 - All vehicles must be parked legally in public parking spaces.

10. Security on Site:

- Permittee agrees to abide by any requests by staff at the park in the performance of their duties.
- A single Lead Person must be identified to speak for the group that will be available on site during the event. **The lead person must have a copy of the permit with them at the park on the day of their event in order to render enforcement of this permit.**

11. Public Access:

- All parks are open to the public at all times. No exclusive use is allowed.

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- **Permittee may not close off, rope off or partition any part of the park at any time;** All park pathways, walkways, stairwells and access ways must remain open all times. **Do not block off public access.**

12. **Banners/Signs:** All commercial advertising must be approved in writing in advance of the actual event. Banners or signs may not be attached to trees, benches, or bushes under the terms of this permit.

Damage Mitigation

- A. Damage to turf, trees, shrub beds, hard surfaces or buildings caused during the event will be charged to the Permittee/Downtown Seattle Association. Damage must be repaired to Seattle Parks and Recreation standards. It is the responsibility of the event sponsors to pay for any and all damage caused by the event. Cost incurred by the Seattle Parks for repairing damage to turf, trees or plant materials will be billed to the Permittee/Downtown Seattle Association.
- B. Temporary fencing of some park trees, shrub beds, planters and flower planting may be required. Seattle Parks staff will determine areas that must be fenced (if any).

Garbage Handling

- C. Permittee agrees to police the area and pick up all litter and debris generated by the event and its participants.

Recycling

- D. Recycling is now required at many events by state law. RCW 70.93.093 reads:

In communities where there is an established curbside service and where recycling service is available to businesses, a recycling program must be provided at every official gathering and at every sports facility by the vendors who sell beverages in single-use aluminum, glass, or plastic bottles or cans. A recycling program includes provision of receptacles or reverse vending machines, and provisions to transport and recycle the collected materials. Facility managers or event coordinators may choose to work with vendors to coordinate the recycling program. The recycling receptacles or reverse vending machines must be clearly marked, and must be provided for the aluminum, glass, or plastic bottles or cans that contain the beverages sold by the vendor.

We have attached a flyer offering resources and solutions. Please contact Seattle Public Utilities for additional information.

Attachment II:
General Terms and Conditions for Special Events in Seattle Parks

1. **Retain Permit:** Permittee must retain a copy of this permit on the premises throughout the scheduled event.
2. **Laws and Rules:** The Permittee shall comply with all state laws, City ordinances, regulations of the Superintendent of Seattle Parks and Recreation applicable to activities in City parks, and any lawful order of a Departmental representative made to prevent injury or damage. No lewd conduct or gambling devices are permitted on the premises.
3. **Condition of Premises:** By entering into possession, the Permittee accepts the premises in their present condition. The Permittee may inspect the premises at an earlier, mutually convenient time. Upon expiration or termination of the Permit, the Permittee shall promptly return the premises in as good condition as received, reasonable wear & tear excepted, in a clean appearance, ready for use by another.

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4. **Approval Required:** The following activities are NOT ALLOWED without advance written approval from Seattle Parks and Recreation: the sale of food, beverages, goods or merchandise; any sound amplification; charging admission or fees for services; alteration, painting, or construction of any Seattle Parks structure (if applicable, see Attach. 2).
5. **Sales and Entry Fees:** Permittee shall pay the Department 10% of the gross receipts from all sales and entry fees. Checks should be made payable to **City of Seattle** and sent to the Seattle Parks and Recreation, Event Scheduling, 860 Terry Ave N, Seattle, WA 98109. Permittee must submit a financial statement that clearly lists all income, expenses and the total amount of monies received from the event. The statement and fees are due to the Department within 10 business days following the event.
6. **Responsibility:** The Permittee assumes responsibility for all activities it conducts during the event, including but not limited to, supervision and control to prevent injury or damage; maintenance of the premises during the use; picking up bottles, debris and refuse; and providing security to maintain order. Seattle Parks and Recreation disclaims any liability from, and the Permittee agrees not to hold Seattle Parks and Recreation liable for, all harm that may arise from the event authorized by this permit.
7. **Departmental Access:** Seattle Parks and Recreation authorized representatives shall have free access to the premises at any and all times. Seattle Parks and Recreation may make repairs or alterations to the premises during the use period as long as the same does not unreasonably interfere with the use of the premises for the planned event. As determined by the Superintendent of Seattle Parks and Recreation, Parks staff may interfere with the Permittee's use of the premises for repair and alteration work resulting from an emergency.
8. **Cancellation, Relocation by Department:** Seattle Parks and Recreation may, upon giving as much advance notice to the Permittee as practical, cancel or terminate this Permit or relocate a scheduled use to a nearby available location if the premises are closed due to an Act of God, for repairs, if necessary utilities or services cannot be supplied or if a supervening order of a governmental officer or agency makes it necessary. If Seattle Parks and Recreation cancels a Permit for any of these reasons, it shall return all fees, bond or cash deposit; if Seattle Parks and Recreation terminates a Permit in progress for any of these reasons, it shall return the unused pro rata portion of fees and shall not charge expenses incurred solely for the termination for any of these reasons against the bond or cash deposit.
9. **Revocation:** Seattle Parks and Recreation may revoke a permit and/or stop a use in progress if the Permittee fails to comply with any State laws, City ordinances, including Seattle Municipal Code 25.08.520 (noise ordinance), the rules and regulations of the Superintendent of Seattle Parks and Recreation, the terms and conditions of this permit or an approval required under Section 4; the Permittee fails to secure a necessary permit; and/or after a warning, the Permittee disregards a lawful order of an authorized representative of Seattle Parks and Recreation or engages in activity that may cause injury to the public or damage to the premises.
10. **Bond or Deposit:** A performance bond or cash deposit may be required and held in trust for performance or payment of certain charges. This may be required when an event presents a risk of damage to City Property, or if the applicant has previously held an event that violated the Seattle Parks Code. The performance bond is released if the terms and conditions of a permit are fully performed and a cash deposit is returned by check from the Finance Director's Office. If a permit is not performed fully, expenses incurred or damages sustained may be charged against the bond.
11. **No Assignment:** This permit and the permission granted may not be assigned, nor the premises sublet, without the prior written consent of the Department.
12. **Indemnity:** The Permittee/Downtown Seattle Association shall indemnify and hold the City harmless from any and all claims, actions, losses and damages to person or property (including but not limited to attorneys fees and expenses) suffered as a consequence of or arising or resulting, directly or indirectly, from any act or omission of the Permittee on or about the premises.

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In the event that any lawsuit based upon any such claim, action, loss, damage or cost is brought against the City, the Permittee, after being notified that such lawsuit has been started, shall defend such lawsuit at no expense to the City; and if, in such lawsuit, a final judgment is rendered against the City, or against the City and the Permittee, jointly, the Permittee shall promptly satisfy such judgment.

The Permittee's liability under the indemnification agreement shall not be reduced by any City negligence; provided, that nothing shall require the Permittee to indemnify the City against the sole negligence of any City officer, employee or agent acting within the scope of such person's employment. The permit holder also waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance of the Revised Code of Washington.

13. **Insurance:** The Permittee shall, at its sole cost, maintain continuously throughout the period of the event (including any move-in and move-out period) the following insurance during the term of the Contract:
- a) **Commercial General Liability insurance**, including premises/operations and (if applicable) Liquor Liability. The minimum limits of liability shall be \$1,000,000 each occurrence combined single limit bodily injury and property damage ("CSL").
 - b) If any vehicle is used in the conduct of the Permittee's business, **Automobile Liability insurance**, including coverage for owned, non-owned, leased or hired vehicles as necessary. The minimum limits of liability for Bodily injury and property damage shall be \$1,000,000 CSL.
 - c) The Permittee shall, if required, insure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The permit holder shall be responsible for Workers' Compensation Insurance for any subcontractor it may use or hire for purposes of this permit activity. The insurance required under items (a) and (b), above, shall be endorsed to include The City of Seattle, its officers and agents as an Additional Insured on ISO form CG2026 (or equivalent), and shall not be reduced or cancelled without forty-five (45) days prior written notice to the City.
 - d) The Permittee's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the Permittee's insurance.
 - e) No use of the premises shall be permitted until the Department receives a certificate of insurance with a copy of the additional insured provision for the CGL insurance documenting that the "City of Seattle" is an Additional Insured for primary and non-contributory limits of liability on ISO Form CG 20 26 or equivalent.

Park Use Permits will not be issued without approved insurance.